

**JOINT AGREEMENT  
FOR  
RESOURCE CONSERVATION MANAGER PROGRAM**

THIS JOINT AGREEMENT FOR RESOURCE CONSERVATION MANAGER PROGRAM ("Agreement") is made and entered into as of the 21<sup>st</sup> day of August, 2014, by and between PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, WASHINGTON, a municipal corporation organized and existing under the laws of the State of Washington ("PUD"), and Snohomish County ("County") (PUD and County are sometimes referred to individually herein as "Party" and collectively as "Parties").

WHEREAS, the County and PUD desire to promote conservation of energy, water and solid waste and to increase the awareness of the need to conserve among students, teachers and staff; and

WHEREAS, the County is authorized and required under Chapter 39.35C of the Revised Code of Washington ("RCW") to identify, develop, finance, and implement cost-effective energy conservation measures, and PUD is authorized by Chapter 39.35C RCW to assist the County in developing energy conservation programs, to provide generally-available energy conservation incentives to the County, and to purchase cost-effective energy savings from the County; and

WHEREAS, pursuant to the authority provided by RCW 54.16.090, PUD is authorized to enter into this Agreement with the County to provide utility-related services to the County; and

WHEREAS, the Parties wish to establish a jointly-funded Resource Conservation Manager Program ("RCMP") to identify opportunities for cost-effective energy, waste and water conservation measures in the County's facilities; to arrange for implementation of such measures; to coordinate actions among the Parties; to make available to the County any generally available conservation incentives, financial assistance, or other programs; and to evaluate the effectiveness of installed conservation measures.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## **1. TERM AND TERMINATION OF AGREEMENT**

- A. The term of this Agreement ("Term") will commence on the date first set forth above and shall expire at the time stated in the Scope of Work unless sooner terminated by either Party in accordance with subsection 1(B).
- B. Either Party may terminate this Agreement at any time upon providing thirty (30) days' written prior notice of termination to the other Party, whereupon each party shall be relieved of any further obligations under this Agreement.
- C. The Parties may agree to extend this Agreement by executing an addendum to the Agreement in writing stating terms of said extension.
- D. Without in any way limiting the foregoing, no termination of this Agreement at any time shall relieve either Party of any responsibility or liability (including but not limited to any liability for payment) with respect to services performed or obligations undertaken prior to such termination.

## **2. RESOURCE CONSERVATION MANAGER PROGRAM**

In accordance with and subject to the terms and conditions of this Agreement, the County and PUD hereby agree to jointly operate a Resource Conservation Manager Program as described in this Agreement and the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference ("Scope of Work"). The Parties agree to support the RCMP in accordance with the following requirements:

- A. Resource Conservation Manager Program Staff. PUD shall provide staff, consultants and/or subcontractors to support the RCMP. The PUD shall remain responsible for paying the salary and benefits of PUD employees, and shall provide all required workers' compensation coverage in accordance with the PUD's general workers' compensation program.

The County shall provide staff, and/or a third party service provider sufficient to support adequate operation of the RCMP as specified in the Scope of Work and at a level equivalent to no less than .5 FTE. County RCM staff or other service providers shall report to the County. All County employees assigned to the RCMP shall remain employees of the County, and the County shall remain responsible for paying the salary and benefits of such employees, and shall provide all required workers' compensation coverage in accordance with the County's general workers' compensation program. Should the County eliminate the position of RCM, or terminate the RCM employee, or if the position remains unfilled for more than six (6) consecutive months after commencement date of this Agreement, PUD may terminate this Agreement upon providing the County written notice of termination. Should the third party RCM service provider contract be terminated by the County without the County providing staff sufficient to support operation of the RCMP, PUD may terminate this Agreement upon providing the County written notice of termination. Additionally, the County shall

provide PUD with written notice of change of RCM staff or third party RCM service provider within 30 days of such change.

- B. Resource Conservation Manager Program Services. The PUD and the County shall cooperatively and jointly work to identify and capture energy conservation opportunities in accordance with the Scope of Work. Management of RCMP services shall be provided by the Resource Conservation Manager ("RCM") working on behalf of the County, with assistance from such other personnel as the RCM may direct. The PUD shall manage its RCMP support to the County through its own RCMP staff.

### **3. PAYMENT**

- A. Payments. Payments by PUD to the County for RCMP allowances and incentives shall be made in accordance with this Section and the Scope of Work.
- B. Payments for RCMP Allowances. Payments to the County for RCMP allowances for software, training and site-based expenditures must be reviewed and approved in advance by PUD RCMP staff. Payments for such approved allowances shall be made within forty-five (45) calendar days of PUD's receipt of an invoice and receipts and other appropriate documentation as may be requested by PUD staff.
- C. Payments for RCMP Incentives. RCMP incentive payments are conditioned upon the County providing the Yearly Required Deliverables ("Deliverables") as set forth in the Scope of Work to PUD within sixty (60) calendar days of the end of each program year. RCMP incentive payments will be calculated in accordance with the Scope of Work and shall be paid by PUD to the County within sixty (60) calendar days of receipt of all required Deliverables from the County. PUD shall provide the County with a statement setting forth in reasonable detail the basis for the payment, including, if applicable, the measured energy savings achieved by the County and the calculation of the incentive amount based upon such savings up to the maximum incentive as stated in the Scope of Work.
- D. Address For Payments. The PUD shall remit RCMP allowance and incentive payments to the following address:

Snohomish County  
Lisa Dulude, CSBA  
Energy & Environmental Sustainability Manager  
Office of Energy & Sustainability  
Snohomish County Executive's Office  
3000 Rockefeller Ave, M/S 407  
Everett, WA 98201  
Office Phone: (425) 388-3965

### **4. OBLIGATIONS OF THE COUNTY**

In accordance with and subject to the terms and conditions of this Agreement, the County shall provide:



- A. Facility Access. The County will provide PUD personnel with reasonable access to any County facilities as necessary for PUD personnel to meet/satisfy any and all terms and conditions of this Agreement.
- B. Access to Data. The County hereby authorizes PUD staff to examine the County's utility consumption records, and further grants such authorization to such other PUD personnel as may reasonably be required to obtain and analyze such records. The County shall also provide PUD staff access to blueprints, plans, electrical diagrams, and other technical documents reasonably requested by the PUD staff.
- C. Publicity. The County hereby authorizes the PUD to use information, results, photographs, charts, graphs and other material arising from the RCMP in case studies, promotional materials, and reports to be disseminated to the public, other current or potential participants in the RCMP, other utilities, government agencies, and organizations involved in monitoring and promoting energy and resource conservation, provided that the County, has opportunity for review and prior approval of any materials related to the County's activities prior to the distribution of said materials, and may, pursuant to Section 6 of this Agreement, designate as confidential any materials that are protected/exempt from public disclosure under the Washington Public Records Disclosure Act (Chapter 42.56 RCW) and/or other applicable state and/or federal law and the PUD shall not disclose such information under this subsection 4(C) unless it determines that the materials designated as confidential by the County are not protected/exempt from disclosure under applicable law or ordered to disclose/release by a court of competent jurisdiction.

## **5. OWNERSHIP OF INTELLECTUAL PROPERTY**

- A. The County shall be entitled to apply any and all Intellectual Property developed pursuant to this Agreement to improve energy, waste and water conservation at any of their facilities without payment of any license fee, royalty, or other charge, provided that the County take all necessary precautions to prevent public disclosure or appropriation of that Intellectual Property.
- B. Except as provided in Paragraph 5(A), any and all Intellectual Property created by or on behalf of the PUD under or in connection with this Agreement, including all such matter which is subject to patent or copyright, shall be the property of the PUD, and all right, title and interest therein and thereto, including but not limited to any and all rights to patent and copyright thereof, shall be vested in the PUD. The County agrees that the PUD shall be entitled to enter into resource conservation management agreements similar to this Agreement with others and to provide materials or services which are similar or comparable to those provided under this Agreement, and that in connection therewith, the PUD shall be entitled to use and apply any Intellectual Property developed in connection with this Agreement.
- C. The PUD's rights in the Intellectual Property shall include, but not be limited to: (i) the unrestricted and exclusive right to reproduce the Intellectual Property for any lawful

purpose, throughout the world; (ii) the exclusive right throughout the world to protect the Intellectual Property by copyright, patent or trademark, including any renewals thereof; (iii) the right to alter, retouch, distort or crop the Intellectual Property in any way; (iv) the right to license, distribute, assign or transfer title in and to the Intellectual Property or copyright of the Intellectual Property, or otherwise dispose of the Intellectual Property or any rights therein or any portion thereof for any purpose and in any manner; and (v) all subsidiary rights therein.

- D. "Intellectual Property" means any and all drawings, artwork, copy, designs, computer software, computer program codes, computer data models, photographs, video tapes, films, slides, tape recordings, mechanicals, writings, jointly developed teaching materials, audio/visual projects, printed or graphic matter, trademarks, copyrights, trade secrets, patents and design patents, including all preparatory materials such as sketches, drafts, out-takes, outlines and drawings, and any and all electronic media in which any of the foregoing are fixed or recorded. The County's building and consumption data is not considered Intellectual Property under this Agreement.
- E. For Intellectual Property that is jointly created in the RCMP, created by the parties directly, or created by third parties providing services to either party, each party agrees to obtain advance written permission to the other to use any such Intellectual Property. Public disclosure of any jointly created Intellectual Property shall also require advance written permission of both parties except where other existing agreements require otherwise or where required by law.

## **6. CONFIDENTIALITY**

- A. Confidentiality Obligations. Subject to the requirements of the Washington Public Records Disclosure Act, Chapter 42.56 RCW, and other applicable law and the provisions of this Agreement, the Parties agree to maintain the confidentiality of each and all of the information designated in writing as confidential by the other Party and to make every effort not to disclose such confidential information except as allowed under the provisions of this Section 6. The Parties shall take all reasonable and legally available steps to prevent the release of such confidential information to any party other than the signatories to this Agreement, the RCMP staff, and designated personnel, agents, and subcontractors of any of the Parties hereto with a specific need to know such confidential information for the purposes permitted hereunder. Upon the expiration or termination of this Agreement for any reason, each Party shall upon request of the other Party return to the requesting Party any such confidential information which may be in its possession or control, and which has been properly designated as confidential by the requesting Party.
- B. Information Not Subject to Section. The provisions of this Section 6 shall not be applicable to information which: (i) is or becomes generally available to the public other than as a direct or indirect result of an intentional or inadvertent disclosure by the receiving Party or anyone to whom the receiving Party transmits the information; (ii) was in the possession of the receiving Party prior to its disclosure to the receiving Party by the disclosing Party, provided that such information is not known to the receiving Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the

disclosing Party or another party; (iii) becomes available to the receiving Party from a source other than the disclosing Party, provided that such source is not known to the receiving Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the disclosing Party or another Party; or (iv) is independently developed by the receiving Party, other than in connection with this Agreement.

- C. Disclosures Required by Law. Nothing in this Agreement shall be construed to prohibit or limit any of the Parties to this Agreement from disclosures required or requested under applicable law, and/or regulations, or pursuant to an order and/or judgment of a court of competent jurisdiction. Each Party shall promptly notify the other Party upon receipt of a request for disclosure of confidential information, so that such other Party may, at its own cost and expense, seek a protective order or other appropriate remedy. Under no circumstances whatsoever will a Party other than the Party which has designated the requested information as confidential have any obligation whatsoever to initiate, defend against, or otherwise participate in or in connection with any inquiry, investigation, action, claim, suit, arbitration, or proceeding relating the release of any such confidential information. Nothing herein shall be construed as prohibiting any Party from using confidential information in connection with (i) any claim against the other Party to this Agreement in a dispute arising under or related to this Agreement or (ii) any third party claims for which any Party is seeking indemnification from the other Party to this Agreement. Each Party to this Agreement shall have no liability whatsoever to the other Party for the disclosure or copying of designated confidential information where, in the opinion of legal counsel for the disclosing Party, the disclosing Party is compelled to permit such disclosure or copying or else risk civil or criminal liability or penalty.

## **7. INDEMNIFICATION AND LIMITATION OF LIABILITY.**

- A. PUD Indemnification Obligation. Except as otherwise provided herein, the PUD hereby indemnifies and agrees to hold harmless and release the County and its officials, officers, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments and liabilities, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in connection with (i) any negligent failure of the PUD duly to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed or observed by or on behalf of the PUD or (ii) any negligence or intentional misconduct of the PUD.
- B. County Indemnification Obligations. Except as otherwise provided herein, the County hereby indemnifies and agrees to hold harmless and release the PUD and its elected officials, officers, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments and liabilities, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses



of investigation) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in connection with (i) any negligence or intentional misconduct of the County, or (ii) any negligent failure of the County to duly to perform or observe any term, provision, covenant, agreement or condition hereunder to be performed or observed by or on behalf of the County.

- C. Liability Arising From Actions of the RCMP. The Parties hereby recognize that the employees of the PUD and the County that are participating in the RCMP under this Agreement are acting jointly on their behalf of each Party. The Parties therefore agree that any liability arising under this Agreement from any action of said RCMP staff shall be divided equally among them, except where the RCMP is acting under the sole and direct instruction of one Party, and the claimed liability is directly caused by the RCMP staff's action taken to carry out that instruction, in which case the instructing Party shall be responsible for that liability in proportion to its degree of fault. Where joint liability of the parties arises under this Subsection 7(C), the PUD shall oversee and direct the defense of any such losses, claims, damages or lawsuits provided that the parties shall cooperate in the formulation of any such defense, and the PUD may not settle any such claim without the written authorization of the County, and provided further that the cost of any such defense shall be divided equally among the Parties.
- D. Insurance. The PUD and the County shall procure and maintain for the duration of this Agreement comprehensive general liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage that may arise from the actions of the PUD, the County, their agents, assigns, employees, subcontractors, or representatives under this Agreement; provided that the PUD may satisfy its obligations under this provision through its self-insured retention fund. Each party, upon request of any other party, shall produce a certificate of insurance demonstrating its compliance with the requirements of this provision. At the time of enactment of this Agreement both parties have provided the other with copies of their statements of self-insurance and they are compliant with the above noted insurance requirements.
- E. Nothing contained in this Section or Agreement shall be construed to create a liability or a right of indemnification by any third party.
- F. Survival. The provisions of this Section 7 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to said expiration or termination.

## 8. NON-DISCRIMINATION

During the performance of this Agreement, Snohomish County shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, political affiliation, and/or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the

provision of services under this Agreement. In addition, the Parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)(11); and 41 C.F.R. 60-741.5(a)(6); if applicable.

Snohomish County and any subcontractors shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

## **9. NOTICES AND OTHER COMMUNICATIONS.**

- A. Any notice required or permitted to be given under or pursuant to this Agreement shall be in writing and shall be delivered to the other Party either in person or by First Class mail to its Designated Representative at the address set forth below. Notices delivered in person shall be effective upon delivery. Notices sent by mail shall be effective on the third day after mailing.

If to the PUD:                      Public Utility District No. 1 of Snohomish County, Washington  
2320 California Street, Box 1107  
Everett, WA 98206  
Attn: Allison Grinczel  
Tel.: (425) 783-8275  
FAX: (425) 267-6636  
Email: aagrinczel@snopud.com

If to COUNTY:                      Snohomish County  
Office of Energy & Sustainability  
Snohomish County Executive's Office  
Attn: Lisa Dulude  
Energy & Environmental Sustainability Manager  
3000 Rockefeller Ave, M/S 407  
Everett, WA 98201  
Office Phone: (425) 388-3965

- B. Either Party may change its Designated Representative or the address to which notices should be sent by giving notice of such change in accordance with the requirements of Subsection 9(A).

## **10. MISCELLANEOUS**

- A. Integration Clause. This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior agreements with respect to the subject matter of this Agreement. The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement. The headings used herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.



- B. No Third Party Beneficiaries. Except as expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.
- C. Waivers. Except as otherwise provided herein, or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by either Party of its right with respect to a default under this Agreement, or with respect to any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified in this Agreement. Such waiver of notice or acceptance of shorter notice by either Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required under this Agreement.
- D. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- E. Amendment. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both Parties.
- F. Rules of Construction. Whenever in this Agreement the context so suggests, references to the masculine shall be deemed to include the feminine, references to the singular shall be deemed to include the plural, and references to "or" shall be deemed to be disjunctive but not necessarily exclusive. No provision of this Agreement shall be construed in favor of or against either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which such provision or any other provision or provisions of this Agreement is or are inconsistent with any prior draft thereof.
- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). Venue for any legal action regarding this Agreement shall be in the Superior Court for Snohomish County, Washington.
- H. Definitions. Unless otherwise required by the text of this Agreement, all technical terms contained herein shall have the meaning ordinarily assigned to them in the electric utility industry.
- I. Counterparts. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- J. Signature Clause. Each of the undersigned signatories represents and warrants that he or

she has all necessary and proper authorization to execute and deliver this Agreement on behalf of the Party on behalf of which he or she is signing.

- K. Filing/Listing of Agreement. As an interlocal agreement and pursuant to RCW 39.34.040, this Agreement shall be filed by PUD with the Snohomish County Auditor, or, alternatively, listed by subject on the website of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH  
COUNTY, WASHINGTON

By: \_\_\_\_\_

Title: Senior Manager, Energy Services

SNOHOMISH COUNTY

By: \_\_\_\_\_ 8/21/14

Title: STEPHEN CLIFTON  
Executive Director

COUNCIL USE ONLY

Approved: 8-20-14

Docfile: D-3

## ATTACHMENT A \_\_\_\_ SCOPE OF WORK for Resource Conservation Manager Program Services

**Program Objective:** Snohomish County ("County") agrees to establish a Resource Conservation Manager (RCM) program which will provide coordination and leadership for effective and efficient management of all utility resources used in the County organization including, but not limited to: electricity, natural gas, water, wastewater, refuse, and recycling. The RCM will develop and implement a plan to achieve savings by coordinating efficient operations and quality maintenance with low-cost actions and behavioral changes by users of the facilities. Snohomish County PUD ("PUD") will provide allowance and incentives to assist the County with development and operation of the County's RCM program.

**Type of Agreement:** Snohomish County shall provide either a County staff member or a third party Resource Conservation Manager service provider to provide the centralized energy accounting, monitoring and reporting functions, and to provide the technical on-site implementation of operational recommendations.

**Term:** This Joint Agreement for a Resource Conservation Manager Program shall expire on **April 30, 2017**, unless extended in writing in accordance with Section 1 of the Agreement.

**Baselines:** Each year at the time of savings true-up the Scope of Work will be amended to reflect the agreed upon savings, Facility Action Plans, etc. for the next year of the Agreement. There will be no payment made during the initial baseline year (initial baseline is for comparison purposes only).

- **Initial Program Baseline: CY2013 (Jan 1, 2013 to Dec 31, 2013)**
- **Program Year One: CY2014 (Jan 1, 2014 to Dec 31, 2014)**
- **Program Year Two: CY2015 (Jan 1, 2015 to Dec 31, 2015)**
- **Program Year Three: CY2016 (Jan 1, 2016 to Dec 31, 2016)**

**Services:** The following list of Resource Conservation Manager Program components has been developed to support RCM Programs. Tasks and deliverables associated with the successful completion and payment of incentives are described for each measure. All of the tasks specified for each section must be completed within 60-days of the end of each year in order to receive payment associated with those tasks.

**Table 1: RCM Allowances and Incentives Provided**

	RCMP Services or Components	Allowance / Incentive	Term	Allowance / Incentive Amount
1	Energy Accounting Software Allowance	Allowance	3 years	\$2,000/yr
2	RCM Training Allowance	Allowance	3 years	\$3,000 Total
3	Site-Based Expenditures Allowance	Allowance	3 years	\$2,500 Total
4	RCM Incentive – Year One	Savings Based Incentive	1 Year	Agreed upon kWh savings at \$.04/kWh
5	RCM Incentive – Year Two	Savings Based Incentive	1 Year	Agreed upon kWh savings at \$.03/kWh
6	RCM Incentive – Year Three	Savings Based Incentive	1 Year	Agreed upon kWh savings at \$.03/kWh



### **Section 1: RCM Program Savings Targets, Baseline & Initial Program Requirements**

The RCM program has non-binding target energy reduction goals for each year of the RCM program. The target goals are as follows:

- Year 1: 3% total electrical (kWh) energy reduction
- Year 2: 5% total electrical (kWh) energy reduction
- Year 3: 5% total electrical (kWh) energy reduction

The baseline year shall be the previous years' annual electricity usage for the year prior to the Participant joining the RCM program. The savings target will be established using actual data at the time of eligibility. The savings incentives will be determined and payment made within 60-days of receipt of required deliverables at the end of performance years. The County will be expected to:

1. Hire an RCM, or dedicate sufficient staff time to RCM activities. The PUD may request access to and an opportunity to review records of the number of hours spent by the RCM or dedicated staff on activities related to the RCM program.
2. Allow the PUD to promote Agencies' success and program efforts via case-studies and other materials to help educate and advance resource conservation efforts.

### **Section 2: RCM Allowances**

#### **Energy Accounting Software Allowance**

The PUD will provide an allowance of \$2,000/year for the purchase of, or yearly fee, of an energy management accounting, or dashboard software. The Accounting Software Allowance can be applied to any RCM-related Accounting Software, or energy dashboard system with prior PUD RCM Program Managers' approval. At a minimum, the accounting software should include:

- The ability to track energy on a monthly basis
- Provides presentation tools (graphs, charts, etc.)

If the County is also participating in the Puget Sound Energy (PSE) RCM Program, and utilizing the PSE-provided accounting software, additional energy management software may not be needed.

The PUD will determine energy savings and/or incentive payments from PUD billing data. The software allowance cannot be used for labor payments of people inputting manual billing data into accounting software.

#### **Training Allowances**

Training Allowances are offered to organizations for outside training of their direct employees. The County receives a total of \$3,000 in Training Allowance over the entire three-year term of the contract agreement.

Third party organizations are not eligible for Training Allowances. While third-party organizations are not eligible to receive Training Allowances, direct employees within a participating organization whose job is related to energy management activities (custodial staff, building managers, building directors, etc.) may use this Training Allowance.

## ATTACHMENT A \_\_\_\_ SCOPE OF WORK for Resource Conservation Manager Program Services

The Training budget can be applied toward Building Operator Certification (BOC) program, or applied to any other equivalent RCM-related training course with prior approval from the PUD RCM Program Manager. The participant will coordinate with the PUD RCM Program Manager on the procedure for each approved training expenditure invoice. Training funds will not be allocated to cover travel, lodging or other meal costs associated with participation in training activities.

- Training expenditures that may be approved include:
- Memberships in RCM or energy management related professional associations
- Subscription, or purchase of technical delivery materials
- Energy efficiency related training
- Professional development activities as pre-approved by the PUD RCM program manager

After training has been completed, and if requested by the PUD, the County agrees to:

- Submit a copy of the student's project coursework, or copy of completion certificate
- Present an overview of their project, or course attended to PUD and/or other RCM personnel

### **Site-Based Expenditures Allowance**

The Site-Based Expenditures provides cash allowances to the County for purchase of behavioral change supplies, or internal training. The County may spend of up to a total of \$2,500 for the entire term of the three-year agreement on Site-Based Expenditures.

Site-Based Expenditures may include:

- Signs to remind staff and/or occupants to turn off lights
- Activities such as building-to-building contests to save energy or other resources
- Brown-bag lunch programs with resource conservation focus
- Training of building occupants, and/or staff on implementation of behavioral measures
- Creating informational displays that highlight resource conservation goals and successes
- Other similar activities as approved by the PUD RCM Program Manager

To Qualify for Site-Base Expenditures, the County must agree to:

1. Receive prior PUD RCM Program Manager approval for the Site-Based Expenditures
2. Identify participating buildings, verifiable measures, or activities that will reduce electricity usage
3. Provide inspections as necessary to evaluate on-going implementation of measures and provide corrective education as necessary
4. Submit a final report of effectiveness of the measure(s)
5. Submit a final receipt or invoice to the PUD

### **Section 3: Yearly Savings Based Incentives & Required Deliverables**

Each year of the RCM agreement, the PUD will offer a savings-based, kWh reduction incentive. In order to qualify for each incentive, the County agrees to provide yearly deliverables in order to justify the savings achieved.

#### **Yearly Required Deliverables**

In order to qualify for each of the Yearly Savings Based Incentive payments, the County must provide the PUD with annual deliverables. The PUD will provide a template for each of the deliverables; deviation from the template will generally be acceptable with prior approval from the PUD. These items are due no later than 60-days after the program years' end. The RCM Deliverables are:

1. RCM Annual Report. The Annual Report shall included at a minimum:
  - a. County Information
  - b. Annual Energy Use
  - c. Annual Energy Savings
  - d. RCM Activities Performed
    - i. Utility Billing Auditing / Adjustments
    - ii. Education
    - iii. Operations & Maintenance
    - iv. Capital Projects
    - v. New Construction Projects
    - vi. Green Power / Renewable Energy Projects
    - vii. Education / Behavioral Changes
    - viii. Training
    - ix. Other/ Misc.
  - e. Adjustments to RCM Building Profile
2. Facility Action Plans (FAPs). Facility Action Plans are required for each building within the County's RCM profile, or for each building grouping if approved by the PUD RCM Program Manager, at the end of the first program year. To help with developing the FAPs, the PUD offers three free building assessments to be conducted with the RCM and/or other County employees. FAPs will be required for each program year as follows:
  - a. Year 1 – FAPs for the following buildings:
    - i. Evergreen District Court – individual
    - ii. Evergreen State Fairgrounds - grouped
    - iii. Facilities Management & Other categories - individual buildings
  - b. Year 2 – FAPs for the following grouped buildings:
    - i. Snohomish County Recycle Centers (Public Works) - grouped
    - ii. Snohomish County Parks Buildings – grouped
    - iii. Snohomish County Airport Buildings – grouped



- c. Year 3 - Updated FAPs for the top 30% of the entire RCM energy profile, or a minimum of 20% of the buildings, as directed by the PUD RCM Program Manager. If significant occupancy or square footage changes have occurred, the FAP for that building is also required. The PUD RCM Program Manager will work with the RCM at the end Year 2 to determine the FAPs required for Year 3. Additional FAPs updates are encouraged, and can be submitted to the PUD.
3. A Conservation Policy. This initial Conservation Policy is due at the end of Year 1, and any updates from the original policy provided at the end of Years 2 - 3. This policy can be very useful for implementing RCM initiatives and can serve as guidance if adopted at higher levels within the organization.
4. If requested, RCM's are required to attend a PUD Annual Meeting.

### **Yearly Savings Based Incentives**

The Savings Based Incentive for Year 1 will be calculated at the rate of \$.04/adjusted kWh for the agreed upon RCM savings achieved in the first year of the Agreement. The incentive will be determined using PUD billing data and payment made within 60-days of the receipt of deliverables at end of Year 1.

The Savings Based Incentives for Years 2 & 3 will be calculated at the rate of \$.03/adjusted kWh for the agreed upon RCM savings achieved in the appropriate years of the Agreement. The incentives will be determined using PUD billing data and payment made within 60-days of the receipt of deliverables at end of Years 2 & 3, respectively.

Only savings achieved relative to occupant and behavioral practices and improvements in operation and maintenance (O&M) practices will be considered for the savings based incentive. To determine kWh savings, energy usage will be adjusted for facility upgrades (capital Energy Conservation Measures (ECMs), weather (all-electric facilities only), and other major facility changes.

In order to ensure there is adequate yearly budget to pay for all of the RCM components, incentive caps on the yearly incentives will be set for the County. The yearly incentive cap is based on the initial baseline total electrical (kWh) energy used within the RCM profile.

**Table 2: Incentive Caps on Yearly Incentive Payments**

<b>Program Year</b>	<b>Incentive Cap</b>
Year 1	\$39,000
Year 2	TBD
Year 3	TBD

### **Section 4: Yearly Targets & Actual Savings**

Table 3 is a non-binding, preliminary estimate of the savings projections from implementing RCM activities within the County's facilities. Table 4 will be completed with the actual RCM savings as savings are achieved.

**Table 3: County Savings Projections (This table was completed based on agreed upon baseline energy consumption)**

<b>Category</b>	<b>Projected Annual kWh Savings</b>	<b>Projected Savings Based Incentive @ \$.03/kWh</b>	<b>Projected Electricity Cost Avoidance @ \$.075/kWh</b>
Year 1 Savings – Target 3%	577,539	\$23,102	\$43,315
Year 2 Savings – Target 5%	933,687	\$28,011	\$70,027
Year 3 Savings – Target 5%	887,003	\$26,610	\$66,525
<b>Total Projected Savings</b>	<b>2,398,229</b>	<b>\$77,722</b>	<b>\$179,867</b>

**Table 4: Snohomish County Actual RCM Savings**

<b>Category</b>	<b>RCM Annual kWh Savings</b>	<b>RCM Savings Based Incentive</b>	<b>Projected Electricity Cost Avoidance @ \$.07/kWh</b>
Year 1 Savings		\$	\$
Year 2 Savings		\$	\$
Year 3 Savings		\$	\$
<b>RCM Total Savings</b>		\$	\$

## Snohomish County RCM RCM Program Facility List

Program Year:  
Program Year (date range):

Baseline  
CY2013

% of  
Entire  
Profile

Notes

No.	Facility Name	Address	City	kWh	% of Entire Profile	Notes
1	Evergreen District Court	14414 179TH AVE SEMONROE WA 98272-1149		74,480	0.39%	
<b>FAIRGROUNDS</b>						
2	Evergreen State Fairgrounds	14001 179TH AVE SEMONROE WA 98272-1155		1,793,856	9.32%	
3	Evergreen State Fairgrounds	14100 CASCADE VIEW DR MONROE WA 98272		7,633	0.04%	Plywood Shed/Greenhouse
4	Evergreen State Fairgrounds	14200 CASCADE VIEW DR MONROE WA 98272		45,920	0.24%	RV lot with RB consumption
5	EVERGREEN STATE FAIRGROUNDS	18200 CASCADE VIEW DR MONROE WA 98272-1100		45,680	0.24%	New Maintenance Annex
6	Evergreen State Fairgrounds	18465 CASCADE VIEW DR MONROE WA 98272-1140		12,320	0.06%	
<b>PARKS</b>						
7	Sno Co Parks Dept	10508 CHAPEL HILL RD LAKE STEVENS WA 98258-1629		1,165	0.01%	Willard Wyatt Park
8	Sno Co Parks Dept	12918 150TH ST SE SNOHOMISH WA 98290-6712		6,387	0.03%	Lord Hill Barn, parking lot lights
9	Sno Co Parks Dept	14913 CONNELLY RD SNOHOMISH WA 98296-7065		10,639	0.06%	T.Ezidy. Caretaker residence
10	Sno Co Parks Dept	15029 THREE LAKES RD SNOHOMISH WA 98290-9336		16,960	0.09%	Three lakes shop
11	Sno Co Parks Dept	15422 MARINE DR STANWOOD WA 98292-9125		154,434	0.80%	Kayak Point Park - Day use wellhouse
12	Sno Co Parks Dept	15506 MARINE DR STANWOOD WA 98292-9125		8,497	0.04%	kayak Point Park - Park Office
13	Sno Co Parks Dept	15610 MARINE DR STANWOOD WA 98292-9125		23,811	0.12%	Kayak Point parl - fee machines
14	Sno Co Parks Dept	1610 VIRGINIA ST SNOHOMISH WA 98290-5618		12,048	0.06%	machais trailhead
15	Sno Co Parks Dept	16300 E SHORE DR LYNNWOOD WA 98087-6632		6,420	0.03%	Martha Lake Park, Lights , RR
16	Sno Co Parks Dept	17900 48TH ST SE SNOHOMISH WA 98290-8507		112,200	0.58%	Flowing Lake County Park, Lights, RR
17	Sno Co Parks Dept	20416 JORDAN RD ARLINGTON WA 98223-9566		62,433	0.32%	River Meadows County Park, shop
18	Sno Co Parks Dept	41415 STATE ROUTE 530 NE ARLINGTON WA 98223-9271		13,496	0.07%	Squire Creek Park, lights, well, shop
19	Sno Co Parks Dept	5 S DAVIES RD LAKE STEVENS WA 98258-9404		1,537	0.01%	Willard Wyatt
20	Sno Co Parks Dept	600 128TH ST SE EVERETT WA 98208-6353		81,017	0.42%	McCollum Park
21	SNO CO PARKS DEPT	6728 240TH ST SE WOODINVILLE WA 98072-9736		33,275	0.17%	Wellington Hills
22	SNO CO PARKS DEPT	7026 240TH ST SE WOODINVILLE WA 98072-9714		3,760	0.02%	Wellington Hills
23	Sno Co Parks Dept	8003 STATE ROUTE 530 NE ARLINGTON WA 98223-5309		6,652	0.03%	Portage Creek?
24	Snohomish County Parks & Rec	11928 BEVERLY PARK RD LYNNWOOD WA 98036		10,920	0.06%	Payne Field Baseball,
25	Snohomish County Parks & Rec	15414 E LAKE GOODWIN RD STANWOOD WA 98292-7939		9,861	0.05%	Wenberg State Park
26	Snohomish County Parks & Rec	15430 E LAKE GOODWIN RD STANWOOD WA 98292-7939		120,515	0.63%	Wenberg State Park
27	Snohomish County Parks & Rec	1601 N MACHIAS RD LAKE STEVENS WA 98258-9219		28,800	0.15%	Lake Stevens Community Park, lights,



## Snohomish County RCM RCM Program Facility List

				Program Year: Program Year (date range):	Baseline CY2013	% of Entire Profile	Notes
No.	Facility Name	Address	City	kWh			
28	SNOHOMISH COUNTY PARKS & REC	200 146TH ST SWLYNNWOOD WA 98087-6714		9,066	0.05%		sport complex
29	Snohomish County Parks & Rec	4620 LAKEWOOD RDSTANWOOD WA 98292-7731		4,820	0.03%		Lake Goodwin, pumps, lights, RR
30	SNOHOMISH COUNTY PARKS & REC	46609 N MOUNTAIN RDDARRINGTON WA 98241		4,240	0.02%		Darrington ballfields, pumphouse, RR
31	Snohomish County Parks & Rec	6705 PUGET PARK DRSNOHOMISH WA 98296-4214		108,880	0.57%		Willis Tucker
<b><u>PUBLIC WORKS</u></b>							
32	SN Co Dept Public Works	33014 CASCADE VIEW DRSULTAN WA 98294-8683		6,611	0.03%		Sultan Recycling Center
33	SN Co Dept Public Works	SW Tran Sta21311 61ST PL WMOUNTLAKE TERRACE WA 98043-2012		586,409	3.05%		
34	Snohomish County Public Works	10700 MINUTEMAN DREVERETT WA 98204-1911		1,011,200	5.25%		Recycling Center
<b><u>AIRPORT</u></b>							
35	Snohomish County Airport	10012 33RD PL W H2N-C1EVERETT WA 98204-1906		118,160	0.12%		
36	Snohomish County Airport	10020 31ST AVE WEVERETT WA 98204		15,902	0.08%		
37	Snohomish County Airport	10108 32nd AVE WEVERETT WA 98204		162,640	0.84%		RESCUE & FIREHALL
38	Snohomish County Airport	10630 36TH PL WEVERETT WA 98204-1312		193,440	1.00%		RESCUE & FIREHALL
39	Snohomish County Airport	11001 MUKILTEO SPEEDWAYEVERETT WA 98204		13,095	0.07%		
40	Snohomish County Airport	10012 33RD PL W H2N-C1EVERETT WA 98204-1906		129,411	0.67%		LAC, WAREHOUSE/LOFT
42	Snohomish County Airport	1105 SNOHOMISH COUNTY AIRORTEVERETT WA 98204		8,382	0.04%		
43	Snohomish County Airport	1116 SNOHOMISH COUNTY AIRORTEVERETT WA 98204		65,400	0.34%		RESCUE & FIREHALL
44	Snohomish County Airport	11701 MUKILTEO SPEEDWAYMUKILTEO WA 98275-5443		1,522	0.01%		SHARE ADDRESS W/ FAA
45	Snohomish County Airport	2901 100TH ST SWEVERETT WA 98204-1340		13,164	0.07%		RESCUE & FIREHALL
46	Snohomish County Airport	3101 111TH ST SW STE CEVERETT WA 98204-3590		35,750	0.19%		
47	Snohomish County Airport	3101 111TH ST SW STE DEVERETT WA 98204-3590		76,783	0.40%		
48	Snohomish County Airport	3601 109TH ST SWEVERETT WA 98204-1363		92,880	0.48%		
49	Snohomish County Airport	788 SNOHOMISH COUNTY AIRORTEVERETT WA 98204		15,460	0.08%		
50	Snohomish County Airport	8415 PAINE FIELD BLVDEVERETT WA 98204		892,281	4.63%		
51	Snohomish County Airport	8415 PAINE FIELD BLVD UNIT RAMPEVERETT WA 98204		8,880	0.05%		

Snohomish County RCM RCM Program Facility List						
No.	Facility Name	Address	City	Program Year:	Baseline	Notes
				Program Year (date range):	CY2013	
				kWh	% of Entire Profile	
<b><u>FACILITIES MANAGEMENT</u></b>						
52	Snohomish County Facilities Ma	8915 CATHCART WAY UNIT GUARDS	SNOHOMISH WA 98296-8692		22,661	0.12%
53	Snohomish County Facilities Managem	1000 CALIFORNIA STEVERETT WA 98201-3442			491,280	2.55%
55	Snohomish County Facilities Managem	20520 68TH AVE WLYNNWOOD WA 98036-7406			349,360	1.81%
57	Snohomish County Facilities Managem	2116 34TH STEVERETT WA 98201-5015			264,960	1.38%
59	Snohomish County Facilities Managem	25505 MOUNTAIN LOOP HWYGRANITE FALLS WA 98252			67,200	0.35%
61	Snohomish County Facilities Managem	2731 10TH STEVERETT WA 98201-1413			282,760	1.47%
62	Snohomish County Facilities Managem	2801 10TH STEVERETT WA 98201-1414			1,808,800	9.40%
63	Snohomish County Facilities Managem	3000 ROCKEFELLER AVEEVERETT WA 98201-4046			6,433,200	33.42%
64	Snohomish County Facilities Managem	3001 OAKES AVEEVERETT WA 98201-3657			26,320	0.14%
65	Snohomish County Facilities Managem	415 E BURKE AVEARLINGTON WA 98223-1010			123,200	0.64%
66	Snohomish County Facilities Managem	720 80TH ST SWEVERETT WA 98203-6217			223,120	1.16%
67	Snohomish County Facilities Managem	8915 CATHCART WAYSNOHOMISH WA 98296-8692			1,734,020	9.01%
68	Snohomish County Facilities Managem	9509 29TH AVE WEVERETT WA 98204-1342			546,400	2.84%
<b><u>OTHER</u></b>						
69	Sno Co	19700 67TH AVE NEARLINGTON WA 98223-7841			30,790	0.16%
70	Sno Co RD Dist	119700 67TH AVE NEARLINGTON WA 98223-7841			204,442	1.06%
71	Snohomish Co Road Maint	19620 67TH AVE NEARLINGTON WA 98223-8769			28,881	0.15%
72	Snohomish Co Solid Waste	8915 CATHCART WAYSNOHOMISH WA 98296-8692			334,800	0.00%
<b>Totals</b>					<b>19,251,286</b>	<b>FLEET MANAGEMENT</b>
<b>Program Year SF Totals</b>						

